

LEASE

THIS LEASE, made and executed in triplicate this 5 day of May, 1958, pursuant to the order of the Board of County Commissioners of King County, State of Washington, directing such lease, and recorded in Volume 7, Page of the Commissioners' Records, by and between KING COUNTY, a municipal corporation of the State of Washington, as Lessor, and LINUS C. FUCHER, LAWRENCE C. FUCHER, and JOHN FUCHER, as Lessee,

WITNESSETH:

1. That the Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby lease and demise unto the Lessee, and the said Lessee does hereby lease the following described premises situated on King County Airport, Boeing Field, in the County of King, State of Washington, to-wit:

AREA OPPOSITE OIL COMPANIES' LEASES

"An irregular shaped tract of land in the Southeast Quarter of Section 28, Township 24 North, Range 4 East, Willamette Meridian, described as follows: Beginning at the South Quarter (4) Corner of Section 28, Thence South 89°17'40" East a distance of 768.44 feet; thence North 29°49'26" West a distance of 128.00 feet; thence North 60°10'34" East a distance of 509.00 feet; thence North 36°56'56" West a distance of 250.00 feet to the TRUE POINT OF BEGINNING; thence continuing on the same bearing 90.00 feet; thence North 60°10'34" East a distance of 97.50 feet to a point of curvature of a curve to the right and having a radius of 2586.33 feet; thence along said curve to the right an arc distance of 91.00 feet; thence South 60°10'34" West a distance of 80.00 feet to the TRUE POINT OF BEGINNING. An area containing 8032.5 square feet, more or less."

with appurtenances, for a term of thirty-five (35) years, beginning on the first (1st) day of May, 1958, and ending on the thirtieth (30th) day of April, 1993.

2. The rental to be paid for said premises shall be at the rate of four cents (4¢) per square foot per annum or the sum of \$321.30 per annum, and shall be paid in the following manner, to-wit: The sum of \$80.34 upon the execution hereof, the receipt of which is hereby acknowledged, and the sum of \$26.78 on the first (1st) day of each and every month thereafter to and including the first (1st) day of February, 1993. From the \$80.34 paid upon execution hereof, the sum of \$26.78 shall apply in payment of the rent of the first month of the term hereof, and the balance of \$53.56 shall be applied, in the event the Lessee shall perform all of the covenants herein to be performed by the Lessee, as rent for the last two months of the term hereof.

3. Lessee agrees that the expiration of the first five-year period of the term of this lease, and at the commencement of each and every five-year period of said term thereafter, the rental to be paid by the lessee for and during each and every subsequent period respectively shall be readjusted and fixed, either by agreement between the Board of County Commissioners of King County and the Lessee or by the method of arbitration as provided in Chapter 41 of the Laws of 1951 of the State of Washington, to which full reference is herein made as if the chapter were fully set forth herein.

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Assignment from Truchess to:
(Orig. in Woods file) Woods, Jack R. & Ethel B.
dba Western Metal Products 8-1-75

4. If, at any time during the term of this lease, Lessee shall fail to pay the rentals provided for herein or the rentals which shall be subsequently fixed under and pursuant to the terms and conditions of this lease, then the Lessor through its Board of County Commissioners may give written notice to Lessee to pay said rentals as aforesaid within ten (10) days after receipt by Lessee of said notice; and if default is not cured with the ten (10) days' period, the Lessor shall have the right and power to declare this lease forfeited and any and all improvements placed upon the premises by the Lessee shall then become the property of the Lessor; provided, that tools, equipment and machinery placed or installed by Lessee on the leased premises may be removed by Lessee within a reasonable time.

5. The leased premises are to be used by the Lessee for the following purposes: For general machine shop work, specializing in the manufacture and fabrication of aircraft parts, and for no other purpose; and, if at any time during the life of this lease the Lessee shall use the premises for other than the purposes leased without first obtaining the written permission of the Lessor to do so, this lease may be cancelled at the option of the Lessor.

6. It shall be the obligation of the Lessee to pay to the proper parties amounts due for electricity, water, telephone services and all other utilities furnished to the Lessee on the leased premises by such parties.

7. Lessee shall allow Lessor and Lessor's agents free access to said premises at all reasonable times for the purpose of inspection of the same, or of making repairs or alterations in the course of maintaining the airport and its facilities.

8. The Lessee agrees to construct a building upon the above described area in accordance with plans and specifications attached hereto which are hereby approved, said construction to begin within one (1) year from the date of execution of this lease and completed within two (2) years from the date of execution of this lease; and the building so erected is to be maintained by the Lessee in good condition and appearance, and at the expiration of this lease said building will become the property of King County, or be removed from the premises by Lessee at the option of the Board of King County Commissioners.

9. The premises covered by this lease must be kept in a clean and orderly fashion in keeping with the surrounding area and to the satisfaction of the airport manager. Failure of the Lessee to comply with this provision of the lease will be just cause for cancellation of the lease upon thirty days' written notice from the Board of County Commissioners of King County. The Airport Manager shall be reasonable in his demands in this respect and the Lessee shall have the right to correct any complaints during the thirty (30) days given in the notice issued by the Board of King County Commissioners.

10. In the event of forfeiture of this lease under any of the terms and conditions herein contained, all of the rentals paid under this lease shall be forfeited to the Lessor and shall be and remain the property of the Lessor as liquidated damages; and the Lessee, or its assigns, shall have no right to remove any of the improvements (except as provided in Paragraph 4 hereof) and upon such forfeiture the Lessor shall have the right to reenter said premises and take full and absolute possession thereof.

11. This lease shall not be assigned, sub-leased or sub-rented unless such assignment, sub-lease or sub-rental shall be first authorized and consent made in writing by the Lessor through its Board of County Commissioners.

12. Lessee shall have the right and privilege of altering and modifying the leased premises but all at the expense of the Lessee; no alterations shall be made, however, without first having the written consent of the Lessor or its agent.

13. Lessee accepts the premises in their present condition and agrees to keep said premises in good repair and will upon the termination of this lease yield up said premises to the Lessor in the same condition; it being expressly understood and agreed that Lessee shall not be liable for ordinary wear and tear or for any loss occasioned by fire, earthquake, Act of God, or because of any act or thing over which Lessee has no control.

14. Lessee hereby agrees to save and hold Lessor and/or Lessor's agents free and harmless from any and all costs, liability, damage or expense (including costs of suit and expenses of legal services) by reason of any injury or damage to persons or property sustained as a proximate result of the acts or omissions of Lessee, or any of his employees or arising out of any condition of said leased premises or the use of said premises in the operation of Lessee's business in, on or about said premises. It is further agreed that Lessor shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the premises, whether known or unknown, or for damage by storm, rain or leakage.

15. It is agreed that all signs used on the premises shall be approved by the Lessor or Lessor's agent before or at the time of erecting or placing of said sign, which approval shall not unreasonably be withheld.

16. The Lessee agrees that if any agent or employee of the Lessee employed on the premises herein described shall be found to be unsatisfactory by reason of his acts or omissions on said Boeing Field, said agent or employee shall be promptly removed from the airport by the Lessee upon written notice to that effect signed by the Board of County Commissioners of King County.

17. The Lessee in the conduct of its business in and on said premises will abide by and be governed by the rules and regulations promulgated by the Board of County Commissioners for King County, the United States Government or any department thereof, and/or the State of Washington or any department thereof, for the governing of said Boeing Field.

18. This lease is made pursuant to authority of Chapter 87, Laws of 1901; Chapter 162, Laws of 1913; Chapter 110, Section 2, Laws of 1941; Chapter 41, Laws of 1951; and Chapter 178, Laws of 1953 of the State of Washington, and all amendments thereto, and said laws are hereby and now incorporated in this lease and made a part hereof as fully as if set out word for word herein. This lease is also made subject to the limitations, restrictions and conditions of that instrument of Transfer dated May 26, 1946, between The United States of American and King County, Washington, a municipal corporation.

IN WITNESS WHEREOF, this lease is executed, in triplicate, on behalf of King County, the Lessor, by the Board of County Commissioners and the County Auditor, attested by his seal of office, and also executed by the Lessee on the day and year first above mentioned.

ATTEST:
ROBERT A. MORRIS, Clerk of Board
By: Walter R. Hinder
Deputy

COUNTY OF KING, STATE OF WASHINGTON

Ed Munro
Howard Odell

James Wilson

BOARD OF COUNTY COMMISSIONERS
KING COUNTY, WASHINGTON

LESSOR

Linus C. Fuchek
LINUS C. FUCHEK

Lawrence C. Fuchek
LAWRENCE C. FUCHEK

John Fuchek
JOHN FUCHEK

d/b/a WESTERN METALS PRODUCTS

LESSEE

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this _____ day of _____, 1958, before me personally appeared HOWARD ODELL, DEAN C. McLEAN and _____, to me known to be the County Commissioners of King County, Washington, and who together constitute the Board of County Commissioners of King County, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the official seal of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 7 day of April, 1958, before me personally appeared LINUS C. FUCHEK, LAWRENCE C. FUCHEK and JOHN FUCHEK, to me known to be the individuals who are doing business under the firm name of WESTERN METALS PRODUCTS and who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said individuals, for the uses and purposes therein mentioned, and on oath stated they are authorized to execute said instrument,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

SANFORD L. NELSON
Notary Public in and for the State of
Washington, residing at Seattle, Wash.
My Commission Expires Feb. 3, 1962

Sanford L. Nelson
Notary Public in and for the State
of Washington, residing at Seattle.